REMARKS

Applicant is in receipt of the Office Action mailed July 2, 2008. Claims 20 and 21 have been cancelled. No claims have been amended or added. Accordingly, claims 1, 3-12, 14-19 and 22-30 are pending in this case. Reconsideration of the present case is earnestly requested in light of the following remarks.

Claims 20 and 21

In light of the previous amendments to the claims, Applicant believes the subject matter of claims 20 and 21 is sufficiently covered and has accordingly cancelled these claims.

Section 103 Rejection

Claims 1, 3, 4, 7, 8, 10, 12, 18, 19, 24, 25, and 28 stand rejected under 35 U.S.C. § 102(b) as being unpatentable over Kinnis (WO 01/13574, "Kinnis") in view of Sarfati (U.S. Publication 2004/0015316, "Sarfati"). Applicant respectfully traverses the rejection.

Regarding claim 1, Kinnis in view of Sarfati fails to disclose **carrying out an integrated validation and storing process, wherein said signature is validated based on a validation algorithm and a key and said received message is stored in a database, and wherein said carrying out the integrated validation and storing process comprises storing said message and validating said signature within one atomic process**. In the rejection, the Office Action does not specifically address "wherein said carrying out the integrated validation and storing process comprises storing said message and validating said signature within one atomic process". Applicant notes that the present Office Action admits that "Kinnis does not teach where said message and validating said signature within one atomic process prevents possible modification of the message between validation and storage". Applicant therefore assumes that the Office Action relies on the citations of Sarfati for the integrated validation and storing process as Applicant has repeatedly shown the deficiencies of Kinnis in this respect. However,

Applicant has included comments from previous Office Action responses with respect to the cited portions of Kinnis below.

As indicated above, the Office Action relies on paragraph [0159] of Sarfati apparently for this feature of claim 1. However, the cited paragraph (and Sarfati in general) describes a receiver/decoder, which appears to be completely unrelated to the claimed features of claim 1. For example, paragraph [0159] recites:

> The engine 4008 comprises a code loader to load and download applications 4056 into the receiver/decoder memory. Only the necessary code is loaded into the RAM or FLASH memory, in order to ensure optimal memory use. The downloaded data is verified by an authentication mechanism to prevent any modification of an application 4056 or the execution of any unauthorized application. The engine 4008 further comprises a decompressor. As the application code (a form of intermediate code) is compressed for space saving and fast downloading from the MPEG stream or via a built-in receiver/decoder mode, the code must be decompressed before loading it into the RAM. The engine 4008 also comprises an interpreter to interpret the application code to update various variable values and determine status changes, and an error checker.

Thus, the cited portion describes a receiver/decoder which receives applications and verifies the downloaded data using an authentication mechanism. Applicant respectfully submits that this has nothing to do with carrying out an integrated validation and storing process, as specifically recited by the claims. Additionally, paragraph [0159] states that the data is already stored in the memory at the time of verification, which does not at all prevent a possible modification between validation and storage because of the missing requirement of atomicity. Thus, the addition of Sarfati fails to address Applicant's claims and does not augment Kinnis at all.

As indicated above, the Office Action cites page 16, lines 11-page 17, line 9 and page 15, lines 8-15 of Kinnis for the storing and validation step in general. Page 16, lines 11-19 describe validation of the certificate by valid date range and whether or not the certificate has been revoked. Page 16, line 20-page 17, line 9 describe decryption of the signature with a public key. If at any point the certificate is not verified or the decryption process fails, an error is generated and the process is halted. Page 15, lines 8-15 teaches

that the digital signature service may verify the integrity of a document and, if it is verified, the document may be stored in a persistent store. Thus, Kinnis teaches verification and decryption as well as storage (upon successful verification) in a data store. Applicant notes that the process taught by Kinnis is substantially described in the background section of Applicant's own disclosure (see page 2) where prior art signatures may be use a key to generate a signature, validate the signature, and then store the signature. However, as noted on page 2 of Applicant's disclosure, this method has drawbacks, including the possibility of modification of the message content between validation of the signature and further processing by the receiver.

Accordingly, Applicant is claiming an improvement over the teaching of Kinnis whereby the validation and storing of the digital signature is performed as an integrated process. Applicant respectfully submits that Kinnis nowhere indicates that the validation and storage is an integrated process, where no modification can occur between validation and storage. Instead, Kinnis describes each of these steps separately and does not teach or suggest that the signature is validated based on a validation process and key and then stored in a database in an integrated process.

In response to these arguments, a previous Office Action (12/04/07) first states, "It is noted that the features upon which applicant relies (i.e., where no modification can occur between validation and storage) are not recited in the rejected claim(s)." Applicant respectfully submits that the present claim recites that the validation and storage is an integrated process and occurs within one atomic process. It is clear from Applicant's specification that this feature has the advantage of protection from modification over Kinnis. Furthermore, as one skilled in the art understands, the use of the term "atomic process" in the claim clearly expresses how a possible modification of a message between validation and storage is prevented. Thus, Applicant has only indicated the benefit of the method as claimed. Applicant submits that by focusing on the explanation of the integrated process, the Office Action has simply ignored the actual presented argument—that the process is integrated and occurs within one atomic process, which, as already submitted, is nowhere indicated in Kinnis.

The Previous Office Action goes on to assert:

> Kinnis teaches wherein in said integrated validation and storing process said message is stored and said signature is validated within one atomic process on page 15 lines 8-15 i.e. if the document is verified through the digital signature, the document and the signature are stored in a persistent data such as data store. [*Sic*]

Applicant has carefully reviewed the cited portion as well as the entirety of Kinnis and respectfully submits that there is **absolutely no** indication that the storage and validation of Kinnis is an integrated process which occurs within one atomic process. Instead, as already indicated, the cited portion teaches that the digital service may verify the integrity of a document, and then, if verified, store the document. Simply teaching the individual steps of storage and corresponding validation amounts to nothing more than what is already identified in Applicant's own Background. In other words, there is no indication that Kinnis teaches anything other than the problem that the present Application addresses. As specifically required in the claims, the storage and validation steps must be integrated and occur within one atomic process. As already submitted, there is no teaching or suggestion of this feature in Kinnis, and furthermore, there is no occurrence of the terms "integrated" or "atomic process", much less any description ascribing these terms to validation and storage steps as required by claim 1.

Furthermore, Applicant notes that page 17, lines 6-7 states that after the previously described verification process is completed, the "recipient may process the document in any manner". There is no indication in this section of the necessity to store the document. Further, on page 3, lines 24-25, Kinnis states that the user may "store and/or transmit the document using any program for storing and transmitting files". Thus, in this case, Kinnis appears to **teach away** from the integrated process recited in the claims by stating that the document may be transmitted as an alternative to storing; clearly, if the document is not stored, but is transmitted, the validation storage process cannot be said to be "integrated" or occurring "within one atomic process". Additionally, Figure 8 illustrates a validation step, but makes no mention of storage in an integrated step or within an atomic process. Applicant respectfully submits that were the two steps actually integrated, Kinnis would have indicated this at some point. The Examiner cannot simply assume that this feature is taught absent some teaching or suggestion otherwise from the prior art in any rejection.

Thus, both Kinnis and Sarfati fail to teach or suggest (and in fact appear to teach away from) **carrying out an integrated validation and storing process, wherein said signature is validated based on a validation algorithm and a key and said received message is stored in a database, and wherein said carrying out the integrated validation and storing process comprises storing said message and validating said signature within one atomic process**.

Furthermore, the combination of the references do not teach or suggest **wherein said storing said message and validating said signature within one atomic process prevents possible modification of the message between validation and storage**. As indicated above, neither reference teaches an integrated validation and storing process which occurs within one atomic process. As recited in the claim, performing this integrated storing and validation prevents possible modification of the message between validation and storage. Neither of the references are particularly relevant to this feature of claim 1. Thus, for at least the reasons provided above, Applicant submits that Kinnis and Sarfati, alone or in combination, fail to teach all the features and limitations of claim 1, and so Applicant submits that claim 1 and those claims dependent therefrom are patentably distinct and non-obvious over the cited art, and are thus allowable. Claim 22 includes similar limitations as claim 1, and so the above arguments apply with equal force to this claim. Thus, for at least the reasons provided above, Applicant submits that claims 12, 22, 23, 24, and 28, and those claims respectively dependent therefrom, are patentably distinct and non-obvious, and are thus allowable.

Regarding claim 3, Kinnis in view of Sarfati fails to disclose **wherein the storing process is rolled back, if the signature is not valid**. The Office Action relies on the storage of verified messages in a data store (page 15, lines 8-15) for this feature. However, Applicant respectfully submits that this section is completely irrelevant with respect to this feature of claim 3. Applicant notes that Kinnis teaches that an error is generated when the key is not valid or verified, but does not indicate that the storage process is rolled back. Correspondingly, Kinnis fails to disclose this feature of claim 3.

In response to these arguments, the previous Office Action asserts:

> Kinnis teaches wherein in said integrated validation and storing process said message is stored and said signature is validated within one atomic process on page 15 lines 8-15 i.e. if the document is not verified through the digital signature, the document and the signature are not stored in a persistent data store such as data store. [*Sic*]

Applicant first notes that the cited language occurs in previous claim 2 and is not recited in claim 3. Instead, claim 3 actually recites **wherein the storing process is rolled back, if the signature is not valid**. Applicant further notes that the provided sentence is actually not provided from Kinnis; instead, Kinnis states that if the document is verified, the document and the signature are stored in the persistent data store. This citation does not necessarily indicate the inverse statement as asserted by the Office Action, as one who is familiar with logic understands. Finally, Kinnis does not disclose what occurs if the signature is not valid. **The Examiner fails to address this argument.**

Regarding claim 12, Kinnis in view of Sarfati fails to disclose **carrying out an integrated receiving and generating process, wherein said message to be sent is received and said signature is generated based on a signing algorithm and a key, and wherein said carrying out the integrated receiving and generating process comprises receiving said message to be sent and generating said signature within one atomic process**. With respect to this feature, the Office Action relies on page 12, line 12 – page 15, line 5 of Kinnis. This section describes that a document and key may be retrieved from a data store, and that the signature may be generated. Similar to arguments above regarding claim 1, there is no indication that this is an integrated receiving and generating process which occurs within one atomic process. The Office Action further relies on the same paragraph of Sarfati as above. Applicant respectfully submits that the cited portions of Sarfati do not correspond to an integrated receiving and generating process as required by the claims. Instead, Sarfati relates to storage of an application and verification of that downloaded data. Thus, for at least the reasons provided above, Applicant submits that Kinnis fails to teach all the features and limitations of claim 12, and so Applicant submits that claim 12 and those claims dependent therefrom are patentably distinct and non-obvious over the cited art, and are

thus allowable. Claims 23 and 28 includes similar limitations as claim 12, and so the above arguments apply with equal force to this claim. Thus, for at least the reasons provided above, Applicant submits that claims 23 and 28, and those claims respectively dependent therefrom, are patentably distinct and non-obvious, and are thus allowable.

With respect to remaining 103 rejections, Applicant also submits that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicant submits the application is in condition for allowance, and an early notice to that effect is requested.

If any extensions of time (under 37 C.F.R. § 1.136) are necessary to prevent the above-referenced application(s) from becoming abandoned, Applicant(s) hereby petition for such extensions. The Commissioner is hereby authorized to charge any fees which may be required or credit any overpayment to Meyertons, Hood, Kivlin, Kowert & Goetzel P.C., Deposit Account No. 50-1505/5646-00900/JCH.

Also filed herewith are the following items:

☐ Request for Continued Examination

☐ Terminal Disclaimer

☐ Power of Attorney By Assignee and Revocation of Previous Powers

☐ Notice of Change of Address

☐ Other:

Respectfully submitted,

/Jeffrey C. Hood/

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